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DOCUMENTS FOR
RECORDATION

March 21, 1991

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

1-080A001

RECORDATION NO. 7095-E
FILED 1425

MAR 21 1991 -9 20 AM

INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

Enclosed for recordation with the Interstate Commerce Commission pursuant to Section 11303 of Title 49 of the U.S. Code, and regulations promulgated thereunder, are four original counterparts of a Release, a secondary document, dated March 1, 1991, with respect to liens, claims and other encumbrances on equipment granted pursuant to a Lease of Railroad Equipment, a primary document, dated as of June 22, 1973, filed with the Commission on July 5, 1973 and assigned Recordation Number 7095; Amendment to Lease of Railroad Equipment dated September 28, 1973 (Recordation Number 7095-A, recorded on October 3, 1973); Conditional Sale Agreement dated as of September 1, 1973 (Recordation Number 7095-B, recorded on November 2, 1973); Agreement and Assignment dated as of September 1, 1973 (Recordation Number 7095-C, recorded on November 2, 1973); Partial Assignment dated as of September 1, 1973 (Recordation Number 7095-D, recorded on November 2, 1973).

The names and addresses of the parties to the Release are as follows:

Secured Party:

Philadelphia National Bank
Broad and Chestnut Streets
Philadelphia, PA 19101

Debtor:

Consolidated Rail Corporation
Six Penn Center Plaza
Philadelphia, PA 19103-2959

Amiee Hallman

PEPPER, HAMILTON & SCHEETZ

March 21, 1991
Page 2

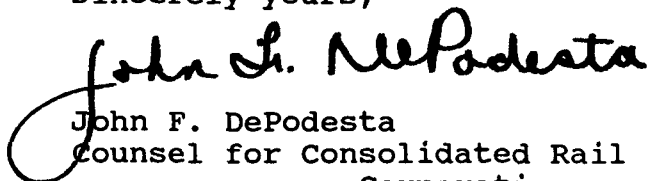
The equipment affected by the Release consists of various railroad cars specifically described in Schedule A attached to the Release.

A short summary of the document to appear in the index follows:

A Release, dated March 1, 1991, to a Lease of Railroad Equipment, dated as of June 22, 1973, with Recordation Number 7095; Amendment to Lease of Railroad Equipment dated September 28, 1973 (Recordation Number 7095-A, recorded on October 3, 1973); Conditional Sale Agreement dated as of September 1, 1973 (Recordation Number 7095-B, recorded on November 2, 1973); Agreement and Assignment dated as of September 1, 1973 (Recordation Number 7095-C, recorded on November 2, 1973); Partial Assignment dated as of September 1, 1973 (Recordation Number 7095-D, recorded on November 2, 1973), covering various railroad cars specifically described in Schedule A attached to the Release.

A fee of \$15.00 is enclosed. Please stamp and return the three copies not needed by the Commission for recordation to the undersigned.

Sincerely yours,


John F. DePodesta
Counsel for Consolidated Rail
Corporation

RECORDATION NO. 7096-F FILE & RECORDED

AUG 11 1975 -2 30 PM

INTERSTATE COMMERCE COMMISSION
SUPPLEMENT dated as of July 1, 1975,

among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Trustee (hereinafter called the Trustee),
and FIRST SECURITY BANK OF UTAH, N. A., a
national banking association (hereinafter
called the Company), as Owner-Trustee under
Owner Trust Agreement No. 2 dated as of April 15,
1973, with The Colonial Bank and Trust
Company and CANADIAN NATIONAL RAILWAY COMPANY
(hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered
into an Equipment Trust Agreement No. 2 dated as of April
15, 1973, as amended by Amendments dated as of October 1,
1973, and December 31, 1973 (said Equipment Trust Agreement,
as amended, being hereinafter called the Equipment Trust
Agreement), covering the sale, assignment and transfer to
the Trustee of title to the railroad equipment described
in Schedule I thereto (hereinafter called the Equipment
or the Units);

WHEREAS the Company and the Lessee have entered
into Lease of Equipment No. 2 dated as of April 15, 1973,
as amended by Amendments dated as of October 1, 1973,
and December 31, 1973 (said Lease, as amended, being herein-
after called the Lease), leasing the above-mentioned Units;

WHEREAS the Trustee and the Company now desire to

supplement the Equipment Trust Agreement as provided therein to set forth the Equipment specifically covered thereby by deleting from Schedule I to the Equipment Trust Agreement certain Equipment described therein; and

WHEREAS the Company and the Lessee now desire to supplement the Lease as provided therein to set forth the Units specifically covered thereby by deleting from Schedule I to the Lease certain Units described therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

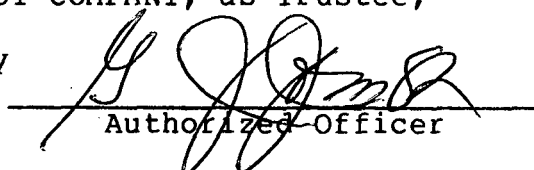
1. Schedule I of the Equipment Trust Agreement is hereby amended to include only the Equipment described in Schedule I hereto.
2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.
3. The Company will promptly cause this Supplement to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Leases.
4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.
5. This Supplement may be executed in counter-

parts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee,

by


Authorized Officer

[Corporate Seal]

Attest: 

Authorized Officer

FIRST SECURITY BANK OF UTAH, N. A.,
as Owner-Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

CANADIAN NATIONAL RAILWAY
COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

City
~~County~~ OF BALTIMORE,) SS.:
)

On this 17th day of July 1975, before me personally appeared G. J. Johnston to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

My Commission expires JUL 1 1978

Nancy C. Kels
Notary Public

[NOTARIAL SEAL]

I WAS COMMISSIONED AS
NANCY C. SCHMIDT

STATE OF UTAH ,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1975, before me per-
sonally appeared , to
me personally known, who, being by me duly sworn, says that
he is an Authorized Officer of FIRST SECURITY BANK OF UTAH,
N. A., that one of the seals affixed to the foregoing instru-
ment is the corporate seal of the said national banking asso-
ciation, that said instrument was signed and sealed on behalf
of said national banking association by authority of its
By-laws, and he acknowledged that the execution of the fore-
going instrument was the free act and deed of said national
banking association.

My Commission expires

Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC,)

CITY OF MONTREAL,)

On this day of 1975, before me

to me personally known, who, being by me duly sworn, says

RAILWAY COMPANY, that one of the seals affixed to the fore-

ration, that said instrument was signed and sealed on behalf

and he acknowledged that the execution of the foregoing

instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 2

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
83	52'8" 70-ton bulkhead flat cars	DWC 605207, 605213, 605230, 605268, 605273, 605276, 605293, 605299, 605309, 605443, 605464, 605484, 605486, 605487, 605522-605524, 605526, 605527, 605531, 605534, 605536, 605539, 605540, 605542- 605599, 605373.
186	52'8" 70-ton bulkhead flat cars	DWC 605014-605199
51	3300 cu. ft. pressure flow covered hopper cars	CNIS 374524-374574

SCHEDULE II--Lease No. 2

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
83	52'8" 70-ton bulkhead flat cars	DWC 605207, 605213, 605230, 605268, 605273, 605276, 605293, 605299, 605309, 605443, 605464, 605484, 605486, 605487, 605522-605524, 605526, 605527, 605531, 605534, 605536, 605539, 605540, 605542- 605599, 605373.
186	52'8" 70-ton bulkhead flat cars	DWC 605014-605199
51	3300 cu. ft. pressure flow covered hopper cars	CNIS 374524-374574

SUPPLEMENT dated as of July 1, 1975,
among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Trustee (hereinafter called the Trustee),
and FIRST SECURITY BANK OF UTAH, N. A., a
national banking association (hereinafter
called the Company), as Owner-Trustee under
Owner Trust Agreement No. 2 dated as of April 15,
1973, with The Colonial Bank and Trust
Company and CANADIAN NATIONAL RAILWAY COMPANY
(hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered
into an Equipment Trust Agreement No. 2 dated as of April
15, 1973, as amended by Amendments dated as of October 1,
1973, and December 31, 1973 (said Equipment Trust Agreement,
as amended, being hereinafter called the Equipment Trust
Agreement), covering the sale, assignment and transfer to
the Trustee of title to the railroad equipment described
in Schedule I thereto (hereinafter called the Equipment
or the Units);

WHEREAS the Company and the Lessee have entered
into Lease of Equipment No. 2 dated as of April 15, 1973,
as amended by Amendments dated as of October 1, 1973,
and December 31, 1973 (said Lease, as amended, being herein-
after called the Lease), leasing the above-mentioned Units;

WHEREAS the Trustee and the Company now desire to

supplement the Equipment Trust Agreement as provided therein to set forth the Equipment specifically covered thereby by deleting from Schedule I to the Equipment Trust Agreement certain Equipment described therein; and

WHEREAS the Company and the Lessee now desire to supplement the Lease as provided therein to set forth the Units specifically covered thereby by deleting from Schedule I to the Lease certain Units described therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I of the Equipment Trust Agreement is hereby amended to include only the Equipment described in Schedule I hereto.
2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.
3. The Company will promptly cause this Supplement to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Leases.
4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.
5. This Supplement may be executed in counter-

parts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

FIRST SECURITY BANK OF UTAH, N. A.,
as Owner-Trustee,

by



Authorized Officer

[Corporate Seal]

Attest:



Authorized Officer

CANADIAN NATIONAL RAILWAY
COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

[illegible]

On this day of 1975, before me personally appeared to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

My Commission expires

Notary Public

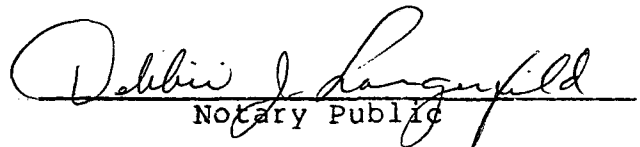
[NOTARIAL SEAL]

STATE OF UTAH ,)
) ss.:
COUNTY OF SALT LAKE,)

On this 14th day of July, 1975, before me personally appeared Robert S. Clark , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N. A., that one of the seals affixed to the foregoing instrument is the corporate seal of the said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

My Commission expires
July 22, 1978

[NOTARIAL SEAL]


Notary Public

PROVINCE OF QUEBEC,)
) ss.:
CITY OF MONTREAL,)

On this day of 1975, before me
personally appeared ,
to me personally known, who, being by me duly sworn, says
that he is the of CANADIAN NATIONAL
RAILWAY COMPANY, that one of the seals affixed to the fore-
going instrument is the corporate seal of the said corpo-
ration, that said instrument was signed and sealed on behalf
of said corporation by authority of its Board of Directors,
and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

Commissioner of Oaths

[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 2

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
83	52'8" 70-ton bulkhead flat cars	DWC 605207, 605213, 605230, 605268, 605273, 605276, 605293, 605299, 605309, 605443, 605464, 605484, 605486, 605487, 605522-605524, 605526, 605527, 605531, 605534, 605536, 605539, 605540, 605542-605599, 605373.
186	52'8" 70-ton bulkhead flat cars	DWC 605014-605199
51	3300 cu. ft. pressure flow covered hopper cars	CNIS 374524-374574

SCHEDULE II--Lease No. 2

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
83	52'8" 70-ton bulkhead flat cars	DWC 605207, 605213, 605230, 605268, 605273, 605276, 605293, 605299, 605309, 605443, 605464, 605484, 605486, 605487, 605522-605524, 605526, 605527, 605531, 605534, 605536, 605539, 605540, 605542- 605599, 605373.
186	52'8" 70-ton bulkhead flat cars	DWC 605014-605199
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